

TRAVANCORE LEGISLATIVE COUNCIL.

Friday, 4th August, 1922.

The Council re-assembled in the Victoria Jubilee Town Hall, Travandrum, at Eleven Thirty-one of the Clock, the President presiding.

QUESTIONS AND ANSWERS.

[Order made by the President under Standing Order No. 12.—

(1) Printed copies of the questions and answers to be put and given at a meeting of the Council shall be placed on the Council table 15 minutes before the President takes his seat.

(2) The questions shall be put and answered in the following manner:

The Secretary shall call the name of each interpellator in serial order, specify the serial number of his questions and make a sufficient pause to allow him a reasonable opportunity of rising in his place, if he is desirous of asking a supplementary question. Supplementary questions must be put immediately after the principal question to which they relate.]

MR. CHOTANI'S FIRM AND THE SUPPLY OF SLEEPERS.

49. MR. K. P. RAMAN PILLAI: (a) Will the Government be pleased to lay on the table both the draft and the original agreement with Mr. Chotani's firm for the supply of sleepers?

(b) Was this agreement entered into by the Conservator without getting Government sanction?

(c) What was the difference in the rates between those given by the S. I. R. Co. to Mr. Chotani's firm and by the latter to the Forest Department?

MR. S. PARAMESVARA AIYAR: (a) A copy of the original agreement is placed on the table.* Government do not consider it proper to place drafts of official papers on the table.

(b) No.

(c) The following rates are paid to the Forest Department by Mr. Chotani:

Broad gauge.

Kongu sleepers—Bh. Rs. 9 per sleeper.

Thembavu, Irool and Nangu sleepers—Bh. Rs. 8 per sleeper.

Metre gauge.

Kongu sleepers—Bh. Rs. 3-4-0 per sleeper.

Thembavu, Irool and Nangu sleepers—Bh. Rs. 3-0-0 per sleeper.

* Vide Appendix I—page 646.

[Mr. M. Nilakanda Pillai.]

Government have no information as regards the rates paid by the Company to Mr. Chotani.

MR. K. P. RAMAN PILLAI: Was not this contract entered into by the Conservator of Forests in anticipation of Government sanction?

MR. S. PARAMESVARA AIYAR: Yes.

MR. K. P. RAMAN PILLAI: Why was this draft agreement kept in the Conservator's office instead of being sent to the divisional office as is usually done?

MR. S. PARAMESVARA AIYAR: There is no information available now. It is difficult at this stage to make an enquiry as to the person who kept it in the Conservator's office.

PERSONS WHO HAVE PROCEEDED TO FOREIGN COUNTRIES ON
GOVERNMENT SCHOLARSHIPS OR ON STUDY LEAVE DURING
THE LAST FIVE YEARS.

50. MR. N. PADMANABHA PILLAI: Will the Government be pleased to state:

(a) the names of persons who have proceeded to foreign countries during the last five years on Government scholarships or on study leave?

(b) How many of them have returned and what are the qualifications acquired by each of them from foreign countries?

(c) What is the amount spent by Government on each of these persons?

(d) Have any of these persons returned after obtaining the requisite qualifications?

(e) Are the services of all these persons now availed of by Government? If not, why?

(f) What are the conditions of service offered by Government to each of these persons?

(g) Have any of them accepted places outside the State? If so, on what terms?

MR. K. GEORGE: (a) to (f) A statement ‡ giving the required information is laid on the table.

(g) Government have no information.

PURCHASE OF MEDICINES FOR THE MEDICAL DEPARTMENT.

51. MR. M. NILAKANDA PILLAI: Will the Government be pleased to state the cost of European medicines, surgical instruments and other appliances purchased for the State during 1926, the amount paid to firms in Europe and the amount for which these articles have been purchased locally, and whether the Government assured themselves of the quality of the drugs purchased locally?

‡ Vide Appendix II- page 649.

APPENDIX I.

[Vide ANSWER TO QUESTION No. 49.]

Agreement entered into between the Conservator of Forests, Travancore, (hereinafter called the Conservator) acting for and on behalf of the Government of Travancore of the one part and Mr. Mithabhai Khandoobhai Desai, Manager on behalf of Mr. M. M. H. J. M. Chotani, Timber Merchant, Beach Road, Quilon, (hereinafter called the contractor) of the other part on 23rd Mithunam, 1096 (corresponding to 6th July, 1921).

Whereas the abovesaid Mr. Mithabhai Khandoobhai Desai has, on behalf of Mr. M. M. H. J. M. Chotani, agreed to purchase broad gauge and metre gauge sleepers of Kongu, Thembavu, Irool and Nangu species as shown in the Schedule given below at Tenmalai and Edaman or any other Railway Stations between Quilon and Shenkottah at the rates given in the Schedule (and whereas the rates have been approved of by the Conservator of Forests) and whereas the contractor has deposited in the Sirkar Savings Bank attached to the Quilon Divisional Treasury the sum of Br. Rs. 2,000 (two thousand only) *vide* Savings Bank No. S. A. 1243 dated 23-11-96, and pledged the same to the said Conservator of Forests as security for the due and faithful performance of the contract, it is hereby mutually agreed that the contract shall be carried out as per the terms and conditions hereinafter mentioned.

Schedule.

Species of sleepers.	Agreed to be supplied approximately.	Agreed rate per accepted sleeper.
1. Broad gauge—Kongu sleepers Do. Thembavu, Irool and Nangu 9 ft. × 10 in. × 5 in.	Not less than 20 and not more than 30 thousand.	B. Rs. as p.
		9
		8
2. Metre gauge—Kongu Do. Thembavu, Irool and Nangu 6 ft. × 8 in. × 4½ in.	Do.	3 4 ...
		3

(Sd.) MITHABHAI KHANDOOBHAI DESAI,

Per. Pro. M. M. H. J. M. CHOTANI,

Contractor.

6-7-21.

(Sd.) V. RAMAN MENON,

Conservator.

16-9-21.

CONDITIONS.

1. The contract shall be in force till the end of March, 1922.
 2. The contractor shall make the selection of sleepers in the Forests and at the place of registry of sleepers by the Range Officer in the respective coupes. If there be any difference of opinion in the selection of sleepers between the Divisional Forest Officer and the contractor, the matter shall be referred to the Railway Passing Officer, and his decision shall be final.
 3. The contractor shall be given notice by the Range Officer as soon as 1,000 or more sleepers are ready in the Forests. Within one week of receipt of such notice, the contractor shall send his men to make the selection and stamp the selected sleepers with his stamp approved of by the Divisional Forest officer, and as soon as this is over the Range Officer will issue a pass to the transport contractor to transport the selected sleepers to the concerned depôts.
 4. The contractor shall be given notice by the officer in charge of the Depôt as soon as a consignment of not less than 1,000 selected sleepers arrive at the Depôt, adjoining the Railway Station. Within two weeks of receipt of such a notice, the contractor shall pay for and receive the sleepers.
 5. The Depôt Officer shall issue challans by registered acknowledgment due post for the value of the accepted sleepers at the agreed rates mentioned in the schedule for remitting the money into any Travancore Treasury. On receipt of the receipted challan, the Depôt Officer will within 48 hours issue pass to the purchase contractor for the removal of the timbers to the Railway Station. The timbers shall have to be removed from the Depôt premises within 30 days from date of issue of the pass.
 6. Should the contractor fail to accept delivery of the sleepers and pay the value thereof into any Government Treasury within the time allowed in condition 4 *supra*, he will be allowed a further period of 30 days for doing so, subject to the levy of interest at 9 per cent. per month on the value of sleepers not accepted and paid for by him for the days he delays payment beyond the two weeks originally allowed. If the contractor again fails to pay for the timbers within the additional period of 30 days allowed, the contract will be cancelled and the security deposit forfeited to Government and the right of purchase resold at the risk of the contractor who shall have to make good to Government any loss sustained thereby but shall have no claim over the gain, if any.
- In case the contractor pays up the value of the timbers in time but fails to remove the timber within 30 days as specified in condition 5 *supra*, he shall have to pay ground rent as laid down in the rules regulating the measurement and removal of timbers from the Depôts and published in the Gazette dated 29th Medam, 1084 and the subsequent amendments thereto.
7. The supply shall, as far as possible, be regulated as per previous notice given, but the responsibility of the Department is only to complete the supply within the time specified in the agreement.

8. If the supply is not made within the agreed time, any extension of time the Railway Company give to the contractor will apply to this supply as well and any penalty they (the Railway Company) fix per sleeper will alone be applicable to this supply also.

9. If after the sleepers are passed by the contractor in the forests as stated in para 3 *supra* and before they are finally accepted at the Depot near to the Railway Station, any material damage or flaw by rough handling, etc., by the carting contractor are noticed, such sleepers will be liable for inspection by the Conservator whose decision the contractor will accept.

10. The contract is not transferable without the previous sanction of the Government.

11. The contractor shall appoint only such agents or sub-contractors as are approved of by the Divisional Forest Officer.

12. The contractor shall be bound to act up to the rules and regulations of the Department in the matter of transport of timber and all orders issued from time to time by the Divisional Forest Officer or the Conservator of Forests.

13. The contractor holds himself responsible for the acts of his agents, sub-contractors or other employees.

14. All sums due from the contractor on account of his failure to fulfil the conditions of this contract or owing to other causes shall, if not remitted within the period allowed in a notice issued by the Divisional Forest Officer, be made good from his security deposit which shall have to be recouped by the contractor immediately or be treated as arrears of land revenue and recovered from the contractor's properties as provided for in the Revenue Recovery Regulation in force in Travancore or otherwise.

15. The security amount deposited by the contractor shall be refunded to him within six months from the date of expiry of the contract period, after settling all liabilities against him. But if the refund is delayed on account of any fault on the contractor's part, he shall, expressly, for such default as the Conservator deems fit, be liable to be fined an amount at least equal in value to the interest payable on such security deposit at the rates admitted by the Travancore Government Savings Bank for the period in excess over that ordinarily allowed by the rules.

16. The terms of this contract cannot be added to, varied or rescinded by any verbal agreement subsequent to its execution. Any such verbal agreement will be repudiated by either party.

17. Having made myself thoroughly acquainted with the above agreement and understanding the terms and conditions thereof, I conform thereto in all points and in witness thereof affix my signature to this original document.

(Sd.) Mithabhai Khandooobhai Desai,
Per Pro. M. M. H. J. M. Chotani,
Contractor. 6-7-21.

(Sd.) V. RAMAN MENON,
Conservator of Forests. 6-9-21,
(True copy.)